

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. Block A004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 06-05RL14661.002	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (if other than item 6) Same as item 6.	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) CCSI, L.P. 300 East Royal Lane Suite 200 Irving, TX 75039 ATTN: Lisa McManus			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14661
				10B. DATED (SEE ITEM 12) 08/23/2004
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

00912 1721235 YN0100000 \$12,178.13 252 RL XID=39758

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER Specify type of modification and authority:
Contract Clause H.5.a.5) titled "Reimbursable Expenses" & Mutual Agreement of the Parties


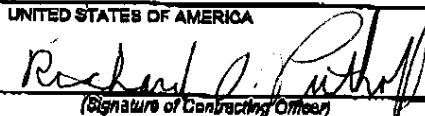
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add the requirement and funding for a telephone monitoring system to be used for CCSI quality assurance purposes. The system shall become government furnished property after purchase and installation and shall be returned to the government upon contract completion. This modification increases the total funded amount of the contract from \$598,498.10 by \$12,178.13 to \$610,676.23. The additional amount of \$12,178.13 is a NOT TO EXCEED amount for the purchase and installation of the Versadial Voice Recording Package System.

REPLACEMENT PAGES B-1; C-1 THROUGH C-2; F-3; AND H-11 THROUGH H-12 ARE ATTACHED.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lisa M McManus, President		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD O. PUTHOFF	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 30 SEP 2005 pmp	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 9/30/05

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

80-105
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STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

B.1 Workers' Compensation Claims Administrative Services

This is a fixed-unit price services contract for Workers' Compensation Claims Administrative Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner, all work set forth in Section C, *Statement of Work*.

B.2 Obligation of Funds and Limitation of Government Financial Liability

The total amount of funds presently obligated by the Government under this contract is \$610,676.23. The Government will obligate contract funds based upon the expected number and type of claims anticipated to be processed. If, in the Contractor's judgment, the total amount of payments that will be due to the Contractor within the next 60 days will exceed the total funds obligated, the Contractor shall notify the Contracting Officer in writing. The Contractor has no obligation to perform and the Government has no obligation to pay for services in excess of the total funds obligated.

B.3 Price(s)

The Contractor will be paid monthly to provide claim services. The Contractor will receive payment for opening the initial claim. In the event that the claim is re-opened, no additional payment will be made. In the event that a medical only claim evolves into an indemnity claim, the Contractor shall invoice for the difference, if any, between the amount previously invoiced and the higher unit price. All claims will be paid at the rates set forth below:

Indemnity Claims (October 1, 2004 through September 30, 2009)			
Table 1			
Fiscal Year	Indemnity Unit Price/Per Claim	75% Payment (Opening of New Claims)	25% Payment (Closure of Claims)
FY2005	\$1,290.00	\$967.50	\$322.50
FY2006	\$1,370.00	\$1,027.50	\$342.50
* FY2007	\$1,460.00	\$1,095.00	\$365.00
* FY2008	\$1,560.00	\$1,170.00	\$390.00
* FY2009	\$1,670.00	\$1,252.50	\$417.50

Medical Claims (October 1, 2004 through September 30, 2009)			
Table 2			
Fiscal Year	Medical Only Unit Price/Per Claim	75% Payment (Opening of New Claims)	25% Payment (Closure of Claims)
FY2005	\$700.00	\$525.00	\$175.00
FY2006	\$740.00	\$555.00	\$185.00
* FY2007	\$785.00	\$588.75	\$196.25
* FY2008	\$835.00	\$626.25	\$208.75
* FY2009	\$890.00	\$667.50	\$222.50

* Option years - at the sole discretion of the Government.

- f. provide legal counsel to internal staff as necessary;
- g. provide Registered Nurse (RN) case manager review of medical reports, treatment, or examination and to consult with claimant's authorized treating and/or retained independent medical examinations (IME)/medical examinations (ME) physician(s) to resolve medical questions;
- h. provide written recommendations to DOE requesting approval for IMEs, investigations, and/or vocational rehabilitation services for specific claims; upon approval make the necessary arrangements for such services;
- i. notify DOE of any safety trends or weaknesses identified through performance of this contract;
- j. provide reports and information regarding individual industrial injury and illness claims to DOE, covered site contractors and others as designated by the CO;
- k. evaluate future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the responsible contractor and DOE;
- l. maintain electronic claims files in David/Renaissance database accessible by DOE and others designated by the CO. The individual covered site contractors shall have access to only those portions of the database containing information on the specific claims of their employees. The contractor shall provide training sufficient to enable all parties to operate the system effectively;
- m. conduct monthly meetings with covered site contractors separately to discuss status on open claims. At these monthly meetings the contractor shall be prepared to give complete details on any open claims;
- n. conduct periodic meetings as requested by DOE to discuss matters of general interest to all covered site contractors;
- o. cooperate in audits, reviews or other investigations as designated by the CO;
- p. manage claims that have received a Positive Physicians Panel Determination (PPPD) through the DOE-HQ Office of Worker Advocacy in support of the Energy Employees Occupational Illness Compensation Program Act (any other condition that is identified in an open claim shall be processed in accordance with RCW 51) for claims up to the amendment of the EEOICPA Act, effective October 28, 2004. For claims from October 28, 2004 through contract expiration, the amendment replaced Part D of EEOICPA with Part E. Part E will be administered by the Department of Labor Division of EEOICPA (effective January 24, 2005 per Modification M001).
- q. record all phone calls between claims adjusters and claimants using a Voice Recording Package approved by the government and purchased by CCSI as a reimbursable expense under the contract.
- r. develop, submit for Contracting Officer approval, and use the approved Quality Assurance Surveillance Plan to ensure that all (100 percent of) calls between adjusters and claimants are recorded and a random percentage are monitored for quality assurance in accordance with the Quality Assurance Surveillance Plan.

C.3 Management and Oversight of Insurance Claim Number 8600232

The Contractor shall provide case management services to include facilitation of the processing of medical claims and coordination of payment of medical expenses for Industrial Insurance Claim number 8600232. Payments made shall be in accordance with Section J, attachment J.6, Arbitration Award dated February 18, 2004.

C.4 Transition Requirements

The Contractor shall accomplish transition from the existing provider of workers' compensation claims administrative services between the date of contract award and September 30, 2009. During this transition period, the existing provider will be responsible for delivery of workers' compensation claims administrative services. The Contractor shall implement its proposed Transition Plan, as approved by the Contracting Officer

Report F Financial Report on Claimant Benefit Payment Account	List of all checks paid detailing check number, payee, payment amount, and beginning and ending balance of the account	Quarterly	DOE-RL
Report G Report of Records Holdings	Identifies volume of active records being maintained by Contractor	Annually	DOE-RL
Report H Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	DOE-RL
L&I Annual Report of Self-Insured Business (SIF-7)	Claims costs and payments for the previous year	Annually	Department of Labor and Industries, Self-Insurance Section, and DOE-RL
L&I Quarterly Report for Self-Insured Business (F207-006-000)	Claims costs, workers hours, rates and pension costs	Quarterly	Department of Labor and Industries, Self-Insurance Section, and DOE-RL
EEOICPA Report	Summary of statement of benefits received by claimants following the receipt of a determination in the EEOICPA Part D and E	As Requested	DOE-RL
Legal Management Plan (applicable to clause H.5 IAW clause H.6)	See clause H.6	Due 60 Days After Contract Award	DOE-RL, Contracting Officer
Quality Assurance Plan	Identifies details of contractor's Quality Assurance Plan to insure compliance with the contract requirements.	One Time	DOE-RL, Contracting Officer

submitted to and approved by the Contracting Officer. If approved, this alternate software will be purchased by the Government and furnished as Government provided equipment.

Voice Recording Package shall be purchased, installed and used for recording claimant/adjuster conversations. The package will become the property of the government and shall be returned to the government upon contract completion.

Connection to HLAN can be made via direct connection from a Hanford Facility or by Virtual Private Networking (VPN). VPN is a high speed, Internet based connection for those users who need full HLAN access from remote locations. This service requires the user to have a high-speed Internet service such as DSL, cable-modem or similar technology. VPN is provided for HLAN users under specific conditions.

Reference Section J, Attachment J.3, Hardware and Software System Requirements, for contractual requirements, including rates as of March 23, 2004, for VPN or HLAN direct access. Reference Section J, Attachment J.4, for the Memorandum of Understanding which is required upon contract award.

H.10 Incumbent Employees Hiring Preferences

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing the initial work force, and through the first six months after contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this contract to qualified employees employed by the incumbent contractor at contract award. It does not apply to the contractor's hiring of management staff (i.e., first line supervisors and above).

H.11 Certifications and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the offeror submitted with the offer for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.12 Fines and Penalties Assessed Against DOE

In the event DOE is assessed a fine or penalty by the State of Washington pursuant to the Revised Code of Washington (RCW) Chapter 51.48, and DOE determines that the penalty was assessed because of action or inaction on the part of the Contractor, the Contractor shall be liable to DOE for the penalty amount. The Contractor shall either reimburse DOE for the amount of the penalty, or DOE shall have the right to off-set the amount of penalty against any amounts due under Clause H.5 of this contract.

H.13 Workers' Compensation Claims For Conditions Related to Chronic Beryllium Disease or Beryllium Sensitivity

In order to clarify the treatment of workers' claims that are for Conditions purportedly related to Chronic Beryllium Disease (CBD) or Beryllium Sensitivity, the following guidelines are provided:

a. Definitions

1. Valid Claim: For purposes of this clause, a valid (workers' compensation) claim is identified as a condition that has been:
 - i. diagnosed based upon objective medical evidence,
 - ii. determined related to employment, on a more-probable-than-not basis, and
 - iii. attested-to by signature from a licensed physician.

Diagnostic testing for all beryllium exposure claims will be provided at either Harborview Hospital in Seattle, Washington or at National Jewish Hospital in Denver, Colorado (or at other locations deemed acceptable by RL/ORP).

b. Application Guidelines

1. For workers with previously-validated Beryllium Sensitivity:

It is the opinion of medical experts that individuals diagnosed with Beryllium Sensitivity do not suffer any symptoms and no treatment is required other than surveillance exams on an annual basis or as otherwise specified by the physician. Therefore, the Contractor shall not authorize payment of any treatment that is submitted as related to a Beryllium Sensitivity condition, except for annual surveillance examinations.

2. For workers with previously-validated Chronic Beryllium Disease (CBD) claims:

According to medical experts, Chronic Beryllium Disease usually originates in the lungs. Research has found that people with Chronic Beryllium Disease often suffer from a variety of other, non-pulmonary illnesses, believed to be caused by CBD.

Accordingly, CCSI shall accept all Workers' Compensation claims for conditions diagnosed as a manifestation of CBD, when such claims are based upon the diagnosis of a physician who specializes in diagnosing and treating CBD, consistent with the criteria set forth in subsection (a.1) above. In such cases, CCSI is authorized to rely solely upon the diagnosis provided by such physician to support the diagnosis and relationship.

3. Workers without previously-validated CBD or Beryllium Sensitivity claims:

CCSI shall not authorize/approve any CBD or Beryllium Sensitivity related claim that does not meet with the Valid Claim requirements of subsection (a.1) above.